

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12,17,23,24 & 30

1. REQUISITION NUMBER

See "Schedule B"

PAGE 1 OF

21

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

MT760-06

6. SOLICITATION ISSUE DATE

09/18/2006

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

Chyrel L McPherson

b. TELEPHONE NUMBER (No collect calls)

202-305-7284

8. OFFER DUE DT/LOCAL TIME

10/04/2006 2:00PM

9. ISSUED BY

CODE

UNICOR, FPI Central Office
320 First Street NW
Washington, DC 20534

10. THIS ACQUISITION IS

☐ UNRESTRICTED☒ SET ASIDE 100 % FOR☒ SMALL BUSINESS☐ SMALL DISADV. BUSINESS☐ 8(A)

SIC: 5072

SIZE STANDARD: 500 Emp.

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED☒ SEE SCHEDULE☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ☐ IFB☐ RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE

UNICOR, FPI Central Office
320 First Street NW
Washington, DC 20534

17a. CONTRACTOR/OFFEROR

CODE

999999999

FACILITY CODE

-

-

-, DC

TELEPHONE NO. TIN:

RFQ: 6200004848

18a. PAYMENT WILL BE MADE BY

CODE

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW

IS CHECKED ☐

SEE ADDENDUM

19.

20.

21.

22.

23.

24.

ITEM NO.

SCHEDULE OF SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

See Section B

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA☒ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA☐ ARE ☐ ARE NOT ATTACHED28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET
FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO
THE TERMS AND CONDITIONS SPECIFIED HEREIN.29. AWARD OF CONTRACT: REFERENCE _____
OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5),
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERIN,
ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

09/18/2006

Chyrel L McPherson 202-305-7284

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE
CONTRACT EXCEPT AS NOTED

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR☐ PARTIAL☐ FINAL

36. PAYMENT

☐ COMPLETE☐ PARTIAL☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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Terms

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00001	BLT0714 .50"-13UNCX1.250"L,HEX-HEAD-BOLT, GRADE-5 ZINC PLATED FOR CORROSION RESISTANCE PRINT PST05003-01	1,400,000	EA			5000018834	
00002	CBL0361 CLEAR VINYL COATED STAINLESS STEEL CABLE. SIZE: .09375"DIA.-WIRE, 7X7-STRAND PRINT PST05059-01	175,000	EA			5000018834	
00003	HSE9368 EPDM-MULTIPURPOSE-HOSE, .50"ODX.25"IDX.125"WALLX (BLACK) MULTIPLE SPIRAL YARN REINFORCEMENT. PRINT PST05058-01	437,000.000	FT			5000018834	
00004	HKS0100 SPLIT-RING,1.1"ODX0.932"IDX0.110"T. ZINC PLATED PRINT PST05030-01	350,000	EA			5000018834	
00005	NUT0005 NYLON-INSERT-HEX-LOCK-NUT-.250"-20, GRADE 5 ZINC PLATED STEEL. Thread class "2B" PRINT PST05030-01	700,000	EA			5000018834	
00006	NUT0488 HEX-LOCKNUT,W/NYLON,INSERT,.375"-16 UNC, GRADE 5 ZINC PLATED STEEL. PRINT PST05002-01	350,000	EA			5000018834	
00007	NUT0489 HEX-LOCKNUT,W/NYLON,INSERT,#8-32, GRADE 5 ZINC PLATED STEEL. Thread class "2B" PTINT PST05030-01	350,000	EA			5000018834	

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00008	NUT0491 HEX-LOCKNUT,W/NYLON-INSERT,.3125"-18,UNC Thread class "2B" Zinc Plated PRINT PST05030-01	350,000	EA			5000018834	
00009	NUT0534 FINISHED-HEX-NUTS,.375"-16UNC, GRADE-5 ZINC PLATED. Thread class "2B" PRINT PST05030-01	350,000	EA			5000018834	
00010	NUT0714 NYLON-INSERT-HEX-LOCK-NUT-.50"-13 GRADE 5, ZINC PLATED. PRINT PST05003-01	1,400,000	EA			5000018834	
00011	SCR0031 HEX-HEAD-SCREW,.250-20 X.50"L. GRADE 5 MEDIUM STRENGTH ZINC PLATED HEAT TREATED CARBON STEEL. Thread classification 2A PRINT PST05030-01	700,000	EA			5000018834	
00012	SCR0707 ROUND,HEAD,PHILLIPS,SCREW,#8-32UNF X 0.50"L., ZINC PLATED ALLOY STEEL. Thread classification: UNC-2A PRINT PST05030-01	350,000	EA			5000018834	
00013	SCR0708 SOCKET SHOULDER SCREWS,.50"DIA.,.375"-16 X 3.0"L., HARDENED ALLOY STEEL; RC 32-43 PRINT PST05002-01	350,000	EA			5000018834	
00014	SCR1503 SET-SCREW-3/8"-16X 3/4"L., CUP POINT SOCKET SET SCREW Thread classification: UNC-2A PRINT PST05030-01	350,000	EA			5000018834	

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<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00015	WSH0645 3/8"(.375) FLAT-WASHER,L9, STEEL INSIDE-DIAMETER:MIN-0.401-IN/MAX-0.411-IN OUTSIDE-DIAMETER:MIN-0.805-IN/MAX-0.827-IN THICKNESS-MIN-0.090-IN/MAX-0.100-IN. FINISH/COATING:DICHROMATE-PLATED. PRINT PST05030-01	350,000	EA			5000018834	
00016	WSH0715 1/2",USS-FLAT-WASHER ZINC PLATE STEEL PRINT PST05003-01	2,800,000	EA			5000018834	
00017	WSH0948 USS,WASHER-FLAT.375"BOLT-SIZE,.4375"ID X 1.0"OD X .0781"T.,STD. STEEL ZINC PLATED. PRINT PST05002-01	350,000	EA			5000018834	
00018	BLT0409 6.47" SLAM-LATCH-BOLT MATERIAL: STEEL FORGING IN ACCORDANCE WITH MIL-S-46172 GRADE D, C1018-C1030 NORMALIZED CONDITION AND MAGNETIC PARTICLE INSPECTION NOT REQUIRED PARTS TO BE FURNISHED IN SHOT BLAST CONDITION AND FREE OF SCALE AND PIT MARKS FINISH: ZINC PLATE PER ASTM-B633 Screw Thread: 5/16"-18UNC-2A per Fed-STD-H28. Print PST05061-01 (ALTERNATIVE SLAM LATCH BOLT SHOWN ON PRINT PST05075-01 PART NUMBER FOR ALTERNATIVE SLAM LATCH BOLT IS BLT0409A) NOTE: IF THIS PART IS MACHINED VS. FORGED IT MUST BE HARDENED TO A GRADE 5.	350,000	EA			5000018834	
00019	BLT2026 CAP,3/8-16UNCX3",HEX,STL,ZINC PLATED,GRADE-2	437,500	EA			5000018834	
00020	SLV0212 OVAL-COMPRESSION-SLEEVE-ALUMINUM FOR-.09375"DIA.,CABLE PRINT PST05074-01	350,000	EA			5000018834	

THE ITEMS LISTED ABOVE FOR FCI EL RENO,
OK. THE FOLLOWING ITEMS ARE FOR USP LEWISBURG, PA IN THIS SOLICITATION.

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

Item No.	SUPPLIES OR SERVICES	Quantity	U/M	UNIT PRICE	AMOUNT IN US\$	PR Number	Del.Date
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VENDOR IS REQUIRED TO SPECIFY THE ORIGIN OF THE PRODUCT PROVIDED IN THIS REQUIREMENT. FOR COPIES OF THE DRAWINGS CALLED OUT CONTACT KIRK KENNEDY (405) 262-4875 (FCI EL RENO) OR GINA REED (570) 523-1251 (USP LEWISBURG).

00021	BLT0376	87,500	EA			5000018844	
HEX-HEAD-BOLT, .375"-16UNCX3.0"L, GRADE-2,ZINC PLATED LOW CARBON STEEL. PRINT PST05048-01							

00022	BLT0714	1,400,000	EA			5000018844	
.50"-13UNCX1.250"L,HEX-HEAD-BOLT, GRADE-5 ZINC PLATED FOR CORROSION RESISTANCE PRINT PST05003-01							

00023	CBL0361	525,000	EA			5000018844	
CLEAR VINYL COATED STAINLESS STEEL CABLE. SIZE: .09375"DIA.-WIRE, 7X7-STRAND PRINT PST05059-01							

00024	HSE9368	437,500.000	FT			5000018844	
EPDM-MULTIPURPOSE-HOSE, .50"ODX.25"IDX.125"WALLX (BLACK) MULTIPLE SPIRAL YARN REINFORCEMENT. PRINT PST05058-01							

00025	HKS0100	350,000	EA			5000018844	
SPLIT-RING,1.1"ODX0.932"IDX0.110"T. ZINC PLATED PRINT PST05030-01							

00026	NUT0005	700,000	EA			5000018844	
NYLON-INSERT-HEX-LOCK-NUT-.250"-20, GRADE 5 ZINC PLATED STEEL. Thread class "2B" PRINT PST05030-01							

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00027	NUT0488 HEX-LOCKNUT,W/NYLON,INSERT,.375"-16 UNC, GRADE 5 ZINC PLATED STEEL. PRINT PST05002-01	350,000	EA			5000018844	
00028	NUT0489 HEX-LOCKNUT,W/NYLON,INSERT,#8-32, GRADE 5 ZINC PLATED STEEL. Thread class "2B" PTINT PST05030-01	350,000	EA			5000018844	
00029	NUT0491 HEX-LOCKNUT,W/NYLON-INSERT,.3125"-18,UNC Thread class "2B" Zinc Plated PRINT PST05030-01	350,000	EA			5000018844	
00030	NUT0534 FINISHED-HEX-NUTS,.375"-16UNC, GRADE-5 ZINC PLATED. Thread class "2B" PRINT PST05030-01	350,000	EA			5000018844	
00031	NUT0714 NYLON-INSERT-HEX-LOCK-NUT-.50"-13 GRADE 5, ZINC PLATED. PRINT PST05003-01	1,400,000	EA			5000018844	
00032	SCR0031 HEX-HEAD-SCREW,.250-20 X.50"L. GRADE 5 MEDIUM STRENGTH ZINC PLATED HEAT TREATED CARBON STEEL. Thread classification 2A PRINT PST05030-01	700,000	EA			5000018844	
00033	SCR0707 ROUND,HEAD,PHILLIPS,SCREW,#8-32UNF X 0.50"L., ZINC PLATED ALLOY STEEL. Thread classification: UNC-2A PRINT PST05030-01	350,000	EA			5000018844	
00034	SCR0708 SOCKET SHOULDER SCREWS,.50"DIA.,.375"-16 X 3.0"L., HARDENED ALLOY STEEL; RC 32-43 PRINT PST05002-01	350,000	EA			5000018844	

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00035	SCR1503 SET-SCREW-3/8"-16X 3/4"L., CUP POINT SOCKET SET SCREW Thread classification: UNC-2A PRINT PST05030-01	350,000	EA			5000018844	
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00036	WSH0645 3/8"(.375) FLAT-WASHER,L9, STEEL INSIDE-DIAMETER:MIN-0.401-IN/MAX-0.411-IN OUTSIDE-DIAMETER:MIN-0.805-IN/MAX-0.827-IN THICKNESS-MIN-0.090-IN/MAX-0.100-IN. FINISH/COATING:DICHROMATE-PLATED. PRINT PST05030-01	700,000	EA			5000018844	
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00037	WSH0715 1/2",USS-FLAT-WASHER ZINC PLATE STEEL PRINT PST05003-01	2,800,000	EA			5000018844	
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00038	SLV0212 OVAL-COMPRESSION-SLEEVE-ALUMINUM FOR-.09375"DIA.,CABLE PRINT PST05074-01	350,250	EA			5000018844	
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00039	WSH0948 USS,WASHER-FLAT.375"BOLT-SIZE,.4375"ID X 1.0"OD X .0781"T.,STD. STEEL ZINC PLATED. PRINT PST05002-01	350,000	EA			5000018844	
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VENDOR IS REQUIRED TO SPECIFY THE ORIGIN OF THE PRODUCT PROVIDED IN THIS REQUIREMENT. FOR COPIES OF THE DRAWINGS CALLED OUT CONTACT KIRK KENNEDY (405) 262-4875 (FCI EL RENO) OR GINA REED (570) 523-1251 (USP LEWISBURG) .

THE QUANTITIES SHOWN IN THIS REQUIREMENT ARE ESTIMATES ONLY AND NOT AN ORDER, AND DO NOT OBLIGATE THE GOVERNMENT. FUNDS WILL BE OBLIGATED BY EACH DELIVERY ORDER AND NOT THE CONTRACT ITSELF.

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Delivery Information:

Federal Prison Industries
UNICOR El Reno
Highway 66 West
El Reno, OK 73036
Telephone: (405) 262-4875

United States Penitentiary
Federal Prison Industries
UNICOR Lewisburg
William Penn Drive
Lewisburg, PA 17837
Telephone: (570) 523-1251

Delivery shall be no later than fourteen (14) calendar days after receipt of delivery order. The period of performance for this contract will be from the date of award through three (3) years.

USP Lewisburg, PA delivery hours are Monday through Friday, 8:00 a.m. to 1:30 p.m.; excluding Federal Holidays. No unloading between 10:30 a.m. to 11:30 a.m.

FCI El Reno, OK normal delivery hours are: 7:30 a.m. to 2:15.m., Monday through Friday, notwithstanding emergencies and Federal holidays.

The Government contemplates award of a Firm Fixed-Price contract.

The following provisions/clauses are incorporated by reference:

52.204-4 Printed or Copied Doubled-Sided on Recycled Paper (Aug 2000)

52.204-7 Central Contractor Registration (Oct 2003)

52.217-2 Cancellation Under Multi-year Contracts. (OCT 1997)

52.232-18 Availability of Funds. (APR 1984)

52.247-34 F.o.b. Destination. NOV 1991

52.212-2 -- Evaluation -- Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance 50%, Price and Specifications/Technical are equal to 50%.
When combined are equal to 100%.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices

Request For Quote

are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offers specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Mar 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

.Emerging small business.means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

.Forced or indentured child labor. means all work or service

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

.Service-disabled veteran-owned small business concern.

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

.Small business concern.means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

.Veteran-owned small business concern. means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

.Women-owned business concern.means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

.Women-owned small business concern. means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offerors relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offerors TIN.]

(3) Taxpayer Identification Number (TIN).

[] TIN:_____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other _____.

(5) Common parent.

[] Offeror is not owned or controlled by a common parent:

[] Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it [] is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may

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identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

(i) The offeror represents as part of its offer that it __is, __is not an emerging small business.

(ii) Offeror represents as follows:

(A) Offerors number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offerors average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
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50 or fewer _____	\$1 million or less _____
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51-100 _____	\$1,000,001-\$2 million _____
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101-250 _____	\$2,000,001-\$3.5 million _____
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251-500 _____	\$3,500,001-\$5 million _____
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501-750 _____	\$5,000,001-\$10 million _____
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751-1,000 _____	\$10,000,001-\$17 million _____
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Over 1,000 _____	Over \$17 million _____
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(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either

(A) It __ is, __ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It __ has, __ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It __ is, __ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It __ is, __ not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

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(1) Previous contracts and compliance. The offeror represents that --

(i) It ___ has, ___ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms .component,. .domestic end product,. .end product,. .foreign end product,. and .United States. are defined in the clause of this solicitation entitled .Buy American ActSupplies..

Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms .component,. .domestic end product,. .end product,. .foreign end product,. and .United States. are defined in the clause of this solicitation entitled .Buy American ActFree Trade AgreementsIsraeli Trade Act..

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled .Buy American ActFree Trade AgreementsIsraeli Trade Act.:

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled .Buy American ActFree Trade AgreementsIsraeli Trade Act.. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

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Other Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act/Free Trade Agreements/Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled .Buy American Act/Free Trade Agreements/Israeli Trade Act.:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act/Free Trade Agreements/Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

Canadian or Israeli End Products:

Line Item No.: Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled .Trade Agreements..

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.: Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation. (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) __ Are, __ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) __ Have, __ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to

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obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes for this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of Provision)

52.212-4 -- Contract Terms and Conditions -- Commercial Items (Sep 2005) PARAGRAPH (d) DISPUTES shall be deleted and replaced with .DISPUTES. THIS CONTRACT IS NOT SUBJECT TO THE CONTRCT DISPUTES ACTS OF 1978, AS AMENDED (41 U.S.C. 601-613

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Apr 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Reserved]

X (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X (23) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (24) (i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (Apr 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Apr 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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- ___ (27) [Reserved]
- ___ (28) [Reserved]
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (31) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- ___ (32) 52.232-34, Payment by Electronic Funds Transfer Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that

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offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.215-5 Facsimile Proposals. OCT 1997

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: (202) 305-2091.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985) Supplement: LCL APPR

Doug Smay, Quality Assurance Manager (COTR), United States Penitentiary, Federal Prison Industries, 2400 Robert F. Miller Drive, Lewisburg, PA 17837, telephone number (570) 523-1251 and Nancy Evans, (COTR), Federal Correctional Institution, Federal Prison Industries, Highway 66 West, El Reno, OK 73036, telephone number (405) 262-4875; is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

Any questions or problems regarding payment should be directed to the Business Manager at the following locations:

ATTN: Business Manager, United States Penitentiary, Federal Prison Industries, 2400 Robert F. Miller Drive, Lewisburg, PA 17837, telephone: (570) 523-1251 and Federal Correctional Institution, Federal Prison Industries, P.O. Box 1000, El

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Reno, OK 73036, telephone (405) 262-4875.

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through three (3) years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of \$100.00 per order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in the amount of 100,000 each per order;

(2) Any order for a combination of items in excess of 1,400,000 each per order; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [2] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 Requirements. (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as .estimated. or .maximum. in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after fourteen (14) calendar days after expiration date of this contract.

ALL CONTRACTORS MUST BE REGISTERED IN THE CONTRACTOR PERFORMANCE SYSTEM (CPS). To register go to <http://cps.od.nih.gov> click on the hypertext .Registration for Existing Contracts. listed under the column labeled .Contractor Information,. read the information provided on the page and click the hypertext <http://cpscontractor.nih.gov/>, this will put you on the Login screen of the Contractor Performance System (CPS). On the right hand side of the screen you will see a question .Registered to the New CPS yet?. Click here to start the process under the word .BULLETINS.. Click the word .here. which is in hypertext format. Enter the required information to register. If you have any questions you can contact CPS Support by E-Mail cps-support-I@list.nih.gov or call Jo Ann, Paulette or Alex on (301) 451-2771.

FPI 999.999-9 BUSINESS MANAGEMENT QUESTIONNAIRE

INSTRUCTIONS: Offerors will identify previous federal, state, local government and private contracts, which they are currently performing on or have performed on and that are similar in scope to the requirement being evaluated. (List at least three (3) and no more than five (5) contracts for evaluation. References provided shall be for contracts performed within the past three (3) years. All references provided may or may not be used in the evaluation of the contractors performance.

List one reference per form. (Form may be duplicated)

NOTE: If you performed any contracts for UNICOR, list them first.

Reference #1:

Name, Address, Telephone number, email address and point of contact.

Contract Number:

Type of Contract:

Contract Dollar Value:

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Description of supply or service provided:

RESPONSIBLE PROSPECTIVE CONTRACTORS

Supplement: LCL APPR

Per FAR subpart 9.1, the following data is required from prospective contractors to determine financial responsibility.

Name of Bank/Financial Institution:

Address:

Telephone Number:

Point of Contact:

NOTICE: This acquisition will be conducted through the reverse auctioning process with Global eProcure. All prospective offerors are to contact Chandana Bala at (732) 382-6565 ext. 101714 or her e-mail address: chandana.bala@globaleprocure.com. Only those prospective offerors signed up and participate in this event will be considered for award. Each offeror will submit their pricing for this requirement through reverse auction with Global eProcure. Quoters WILL NOT SUBMIT prices with their quote by the closing date. The Contracting Officer has opted to conduct a competitive, anonymous, on-line reverse auction for this Request for Quote (RFQ). The Contracting Entity has retained Global eProcure for Global eProcure to conduct the auction for this quote. Global eProcure refers to its auction as a Web-based Bidding Event. To avoid confusion and the sake of consistency this solicitation will be Event MT760-06.

During the reverse auction, offerors will provide pricing through submission of electronic offers the Global eProcure website. The primary pricing competition for this RFQ will be through the online reverse auction. Global eProcure will explain the process in detail and train all interested contractors participating in this acquisition prior to the reverse auction. Quoters will have the ability to submit revised pricing during the reverse auction in response to prices submitted by other quoters. The identity of quoters will not be revealed to each other during the reverse auction. The Contracting Officer reserves the right to suspend or cancel the reverse auction at any time. If the Contracting Officer cancels the reverse auction, instructions on how to submit pricing will be requested by an amendment to this quote. Notwithstanding FAR 52.212-5, Quoters will submit pricing only through the on-line mechanism supplied by Global eProcure. Quoters will not submit pricing via any other mechanism including but not limited to post, courier, fax, E-mail, or orally unless specifically requested by the Contracting Officer. The Contracting Officer reserves the right to award to other than the low-priced quoter or to make no award under the solicitation. Further information about the Event is provided through Global eProcure. Quoters should contact Chandana Bala at (732) 382-6565 ext. 1017 and/or e-mail at chandana.bala@globaleprocure with specific questions in preparation of the bidding event immediately upon receipt of this Request for Quote. The date of the PRACTICE bidding event will take place Tuesday, October 3, 2006, 1:00 p.m. to 2:00 p.m., Eastern Standard Time. The Live bidding event will take place on Wednesday, October 4, 2006, 1:00 p.m. to 2:00 p.m., Eastern Standard Time. All Offers with the exception of pricing, which is to be conducted through the reverse auctioning process, must be received on or before Wednesday, October 4, 2006, 2:00 p.m., Eastern Standard Time.

FPI 1000HI Supplement: LCL APPR ECONOMIC PRICE ADJUSTMENT

Six (6) months after contract award date, contract prices for the succeeding six (6) month period may be adjusted in

Request For Quote

accordance with the change in the Producer Price Index (PCU332510332510 Hardware) from the date of award to the date of adjustment. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST THIS ADJUSTMENT.

Adjustments may be requested for a period not to exceed 30 days after the eligible adjustment date. Requests that are made after the 30-day limit will not be honored and the contract pricing will not be adjusted. The contractor shall submit any requests for adjustments in writing to the contracting officer. Requests shall include a copy of the relevant index and must be within the allowed time period for adjustment. Any adjustments authorized as a result of the adjustment request will not be retroactive. The date the completed request is received by the contracting officer will be the effective date of any changes in price.

The contractor also is required to request downward price adjustments. All downward adjustments will be retroactive to the authorized adjustment date as specified in this clause. If downward price adjustments are not requested and this is later revealed through audits or otherwise, the contractor shall reimburse the Government the amount overcharged plus interest. Interest will be computed at the rate set annually by the Secretary of the Treasury for late contract payments. Interest will accrue from the date the adjustment should have been made.

In computing any contract price adjustment, the most recently published index as of the date of award will be compared to the most recently published index as of the date of adjustment. No adjustment shall be made if the referenced change is less than 2%. Total upward adjustment for the contract period, including any option periods, are negotiable, based on the original or option period contract price; downward adjustments are not limited. Indices are available from the Bureau of Labor Statistics, 600 E Street N.W., Washington, DC 20212, telephone 202-691-7705.